

**Exhibit 253** [replacing Dkt. #1964-40] attached to Plaintiffs' Memorandum of Law in Support of Motion for Partial Summary Adjudication that Defendants did not Comply with Their Duties under the Federal Controlled Substances Act to Report Suspicious Opioid Orders and Not Ship Them (Second Corrected) at Dkt. #1910-1.

- Redactions withdrawn by Defendant

## EXHIBIT 253

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**GARY EVAN SIVAK, M.D.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between GARY EVAN SIVAK, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

GARY EVAN SIVAK, M.D., enters into this CONSENT AGREEMENT being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Sections 4731.22(B)(10) and (26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "commission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed" and "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(10) and (26), Ohio Revised Code, as set forth in Paragraph D of the April 1998 Consent Agreement between GARY EVAN SIVAK, M.D., AND THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and incorporated herein, and Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.

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- C. GARY EVAN SIVAK, M.D., is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above referenced April 1998 Consent Agreement.
- D. GARY EVAN SIVAK, M.D., STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR SIVAK has complied with the reinstatement conditions as set forth in his April 1998 Consent Agreement.
- E. Pursuant to paragraph 9.b.iii. of the April 1998 Consent Agreement, DOCTOR SIVAK obtained the following evaluations from Board approved treatment providers:
  - 1. In April 1998, DOCTOR SIVAK was evaluated by Chris Adelman, M.D., of St. Vincent Charity Hospital, in Cleveland, Ohio. In his report, Dr. Adelman opined that DOCTOR SIVAK is capable of practicing medicine according to acceptable and prevailing standards of care. Further, Dr. Adelman's recommendations for DOCTOR SIVAK's treatment and monitoring program included abstinence from mood altering chemicals; continued psychiatric therapy; attendance at three AA meetings per week; and participation in monitoring with the Ohio Physicians Effectiveness Program;
  - 2. In May 1998, DOCTOR SIVAK was evaluated by Gregory Collins, M.D., of The Cleveland Clinic Foundation, in Cleveland, Ohio. In his report, Dr. Collins opined that DOCTOR SIVAK is stable in his sobriety; is actively engaged in a treatment and recovery program; and is capable of practicing medicine according to acceptable and prevailing standards of care. Further, Dr. Collins recommended that the Board approve as appropriate and satisfactory, DOCTOR SIVAK's 1996 inpatient treatment at The Betty Ford Clinic in Rancho Mirage, California. Further, Dr. Collins' recommendations for DOCTOR SIVAK's treatment and monitoring program included random weekly urine drug screens; weekly attendance at The Cleveland Clinic Caduceus Group; ingestion of Naltrexone on a daily basis for a minimum of two years; and attendance at three support group meetings per week.
- F. DOCTOR SIVAK further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that on June 26, 1998,

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DOCTOR SIVAK entered into a three year advocacy contract with the Ohio Physicians Effectiveness Program.

**AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of GARY EVAN SIVAK, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and GARY EVAN SIVAK, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR SIVAK shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR SIVAK shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
3. DOCTOR SIVAK shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR SIVAK written notification of scheduled appearances, it is DOCTOR SIVAK's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the

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appearance should have occurred, DOCTOR SIVAK shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR SIVAK should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR SIVAK must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;
5. In the event DOCTOR SIVAK is found by the Secretary of the BOARD to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;

#### **MONITORING OF REHABILITATION AND TREATMENT**

##### **Drug Associated and Practice Restrictions**

6. DOCTOR SIVAK shall not prescribe any controlled substances in schedules II and III as defined by state or federal law;  
  
DOCTOR SIVAK shall keep a log of all controlled substances prescribed, dispensed or administered. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR SIVAK's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;
7. DOCTOR SIVAK shall refrain from self-treating and from treating family members, except in the event of a life-threatening emergency;

##### **Sobriety**

8. DOCTOR SIVAK shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR SIVAK's history of chemical dependency;
9. DOCTOR SIVAK shall abstain completely from the use of alcohol;



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**Drug and Alcohol Screens/Supervising Physician**

10. DOCTOR SIVAK shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR SIVAK shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board;

Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SIVAK shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR SIVAK shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR SIVAK shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screenings have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR SIVAK must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR SIVAK shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore,

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR SIVAK's quarterly declaration. It is DOCTOR SIVAK's responsibility to ensure that reports are timely submitted;

11. The BOARD retains the right to require, and DOCTOR SIVAK agrees to submit, blood or urine specimens for analysis at DOCTOR SIVAK's expense upon the BOARD's request and without prior notice. DOCTOR SIVAK's refusal to submit a blood or urine specimen upon request of the

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BOARD shall result in a minimum of one year of actual license suspension;

**Monitoring Physician**

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SIVAK shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR SIVAK and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR SIVAK shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR SIVAK must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR SIVAK shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore.

All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR SIVAK's quarterly declaration. It is DOCTOR SIVAK's responsibility to ensure that reports are timely submitted;

**Rehabilitation Program**

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SIVAK shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior Board approval;

DOCTOR SIVAK shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

**Psychiatric Treatment**

14. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SIVAK shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist and/or psychologist of his choice. Any Board approval of a psychologist must also include the approval of a psychiatrist who will supervise the



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treatment rendered by the psychologist. Upon approval by the BOARD, DOCTOR SIVAK shall undergo and continue psychiatric treatment weekly or as otherwise directed by the BOARD. DOCTOR SIVAK shall ensure that psychiatric reports are forwarded by his treating psychiatrist and/or psychologist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. It is DOCTOR SIVAK's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR SIVAK's quarterly declaration;

#### Aftercare

15. DOCTOR SIVAK shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided that where terms of the aftercare contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

DOCTOR SIVAK shall consult with and follow the directions of Gregory Collins, M.D., of The Cleveland Clinic Foundation, regarding Dr. Collins' recommendation that DOCTOR SIVAK ingest Naltrexone on a daily basis for a period of two years. In the event that Dr. Collins is no longer participating in DOCTOR SIVAK's treatment program, DOCTOR SIVAK shall immediately consult with another physician affiliated with a board approved treatment provider to obtain a recommendation for the use of Naltrexone as a component of DOCTOR SIVAK's recovery program;

#### Releases

16. DOCTOR SIVAK shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations;

#### Required Reporting by Licensee

17. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SIVAK shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR SIVAK shall provide a copy of this

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CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,

18. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SIVAK shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR SIVAK further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR SIVAK shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

**FAILURE TO COMPLY**

19. Any violation of Paragraph 8 or Paragraph 9 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR SIVAK's certificate. DOCTOR SIVAK agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR SIVAK's certificate based on other violations of this Consent Agreement.
20. DOCTOR SIVAK AGREES that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, DOCTOR SIVAK shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
21. DOCTOR SIVAK AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 10 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen.

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Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

22. DOCTOR SIVAK AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 13 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR SIVAK appears to have violated or breached any term or condition of this CONSENT AGREEMENT, the BOARD reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR SIVAK has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR SIVAK agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(D), Ohio Revised Code.

#### **DURATION/MODIFICATION OF TERMS**

This CONSENT AGREEMENT shall remain in force for a minimum of five (5) years prior to any request for termination of said CONSENT AGREEMENT. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

DOCTOR SIVAK acknowledges that he has had an opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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DOCTOR SIVAK hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

EFFECTIVE DATE

It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

  
GARY EVAN SIVAK, M.D.

  
ANAND G. GARG, M.D.  
Secretary

8/7/98  
DATE

8/12/98  
DATE

  
THEODORE WARD, ESQ.  
Attorney for Dr. Sivak

  
RAYMOND J. ALBERT  
Supervising Member

8/7/98  
DATE

8/12/98  
DATE

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\_\_\_\_\_  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

  
\_\_\_\_\_  
DATE



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**CONSENT AGREEMENT  
BETWEEN  
GARY EVAN SIVAK, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between GARY EVAN SIVAK, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731, Ohio Revised Code.

GARY EVAN SIVAK, M.D., enters into this CONSENT AGREEMENT being fully informed of his rights under Chapter 119, Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Sections 4731.22(B)(10) and (26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "commission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed" and "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(10) and (26), Ohio Revised Code, as set forth in Paragraph D below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. GARY EVAN SIVAK, M.D., is licensed to practice medicine and surgery in the State of Ohio.



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D. GARY EVAN SIVAK, M.D., ADMITS that, on or about November 9, 1988, he entered into a minimum two year Consent Agreement (a copy of which is attached hereto and incorporated herein) with the State Medical Board of Ohio based upon his impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice. On or about November 14, 1990, DOCTOR SIVAK was released from the terms of his 1988 Consent Agreement with the Board.

DOCTOR SIVAK ADMITS that in 1995, he suffered a relapse of his chemical dependency.

DOCTOR SIVAK STATES that his 1995 relapse occurred after he had extensive reconstructive spinal surgery for multi-level degenerative cervical spinal disease at University Hospital in Cleveland, Ohio, in January 1995.

DOCTOR SIVAK further ADMITS that during the time of his relapse, he inappropriately prescribed controlled substances, including Schedule II drugs, in the names of relatives, in order to obtain the drugs for his own use.

DOCTOR SIVAK further ADMITS that he received inpatient treatment at the Betty Ford Center from December 4, 1996, until January 19, 1997.

DOCTOR SIVAK further ADMITS that he has been in psychiatric treatment with Paul Makovitz, M.D., and Diana Santantonio, Ed.S., since November 1996, and that he has continued to participate in treatment on a weekly basis since his discharge from the Betty Ford Center in January 1997.

DOCTOR SIVAK further ADMITS that he is not currently in an aftercare or monitoring program with a board approved treatment provider, and that his recovery program has not included attendance at AA, NA, or Caduceus meetings.

DOCTOR SIVAK STATES that his current treatment and recovery program was approved as an individualized plan of recovery by his psychiatric treatment providers.

DOCTOR SIVAK further STATES that he has an appointment with Ted Parran, M.D., of Rosary Serenity Center at St. Vincent Charity Hospital, a board approved treatment provider in Cleveland, Ohio, on April 2,

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1998, for an evaluation of his current recovery program, and to obtain Dr. Parran's recommendations for treatment, aftercare, and a monitoring program.

DOCTOR SIVAK STATES that he voluntarily ceased practicing medicine in or about November 1996, and that he has not been engaged in the practice of medicine since that time.

**AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, GARY EVAN SIVAK, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

1. The certificate of DOCTOR SIVAK to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than ninety days;
2. DOCTOR SIVAK shall immediately surrender his United States Drug Enforcement Administration certificate;
3. DOCTOR SIVAK shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR SIVAK's history of chemical dependency;
4. DOCTOR SIVAK shall abstain completely from the use of alcohol;
5. DOCTOR SIVAK shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for DOCTOR SIVAK's chemical dependency or related conditions, or for purposes of complying with the CONSENT AGREEMENT, whether such treatment or evaluation occurred before or after the effective date of this CONSENT AGREEMENT. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. DOCTOR SIVAK further agrees to provide the BOARD written consent permitting any treatment provider from whom he obtains treatment to notify the BOARD in the event he fails to agree to or comply with any treatment contract or

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aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this CONSENT AGREEMENT.

6. DOCTOR SIVAK shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
7. DOCTOR SIVAK shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR SIVAK written notification of scheduled appearances, it is DOCTOR SIVAK's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR SIVAK shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

8. DOCTOR SIVAK shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR SIVAK shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board;

Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SIVAK shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR



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SIVAK shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR SIVAK shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities;

In the event that the designated supervising physician becomes unable to or unwilling to so serve, DOCTOR SIVAK must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR SIVAK shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR SIVAK's quarterly declaration. It is DOCTOR SIVAK's responsibility to ensure that reports are timely submitted;

9. The BOARD shall not consider reinstatement of DOCTOR SIVAK's certificate to practice medicine and surgery unless and until all of the following conditions are met:
  - a. DOCTOR SIVAK shall submit an application for reinstatement, accompanied by appropriate fees, if any;
  - b. DOCTOR SIVAK shall demonstrate to the satisfaction of the BOARD that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
    - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that DOCTOR

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SIVAK has successfully completed any required inpatient treatment;

- ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
  - iii. Two written reports indicating that DOCTOR SIVAK's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.
- c. DOCTOR SIVAK shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR SIVAK are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR SIVAK further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of DOCTOR SIVAK's certificate to practice medicine and surgery in this state, the BOARD shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR SIVAK has maintained sobriety.

- 10. In the event that DOCTOR SIVAK has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the BOARD may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of DOCTOR SIVAK's fitness to resume practice.
- 11. Within thirty (30) days of the effective date of this Agreement, DOCTOR SIVAK shall provide a copy of this CONSENT

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AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR SIVAK further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR SIVAK shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

12. Within thirty (30) days of the effective date of this Agreement, DOCTOR SIVAK shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments.

The above described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR SIVAK appears to have violated or breached any term or condition of this Agreement, THE STATE MEDICAL BOARD OF OHIO reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

DOCTOR SIVAK acknowledges that he has had an opportunity to ask questions concerning the terms of this Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

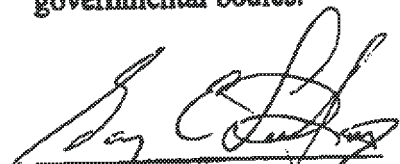
DOCTOR SIVAK hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

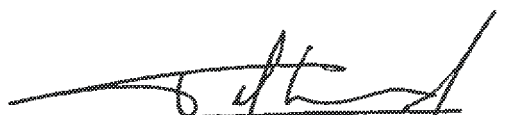


Step 1 Agreement  
GARY EVAN SIVAK, M.D.  
Page 8


Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

  
GARY E. SIVAK, M.D.


4-2-98  
DATE

  
THEODORE D. WARD, ESQ.  
Attorney for Dr. Sivak


4/2/98  
DATE

  
ANAND G. GARG, M.D.  
Secretary

4/9/98  
DATE

  
RAYMOND J. ALBERT  
Supervising Member

4/8/98  
DATE

  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

4/8/98  
DATE

CONSENT AGREEMENT  
BETWEEN  
GARY EVAN SIVAK, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO

NOV - 7 1986

NOV - 7 1986

THIS CONSENT AGREEMENT is entered into by and between GARY EVAN SIVAK, M.D. and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

GARY EVAN SIVAK, M.D. enters into this Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. THE STATE MEDICAL BOARD OF OHIO, is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice.
- B. THE STATE MEDICAL BOARD OF OHIO enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B) and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731 of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. GARY EVAN SIVAK, M.D. ADMITS that he entered and underwent treatment for his chemical dependency (~~at~~) at Ridgeview Institute, Smyrna, Georgia on March 27, 1986 and successfully completed their program and was discharged on August 30, 1986 with an Aftercare Agreement for twenty (20) months.

WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, it is hereby agreed, by and between the parties, that the STATE MEDICAL BOARD (hereinafter BOARD) shall issue a license to practice medicine and surgery to GARY EVAN SIVAK, M.D., subject to the following probationary terms, conditions and limitations:

1. DOCTOR SIVAK shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio.
2. DOCTOR SIVAK shall abstain completely from the personal use or possession of drugs, except those prescribed, administered, or dispensed to him by another person so authorized by law, who has full knowledge of his history of chemical dependency.
3. In the event that DOCTOR SIVAK should leave Ohio for three continuous months, or reside or practice outside the State, he must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside of Ohio will not apply to the reduction of this period under the Consent Agreement.
4. DOCTOR SIVAK shall submit quarterly declarations under penalty of perjury stating whether there has been compliance with all the conditions of this Consent Agreement.

1 614 466 4670 P.010/014

OHIO STATE MEDICAL BRD.

MAR-27-1998 16:30

Page Two  
Gary Evan Sivak, M.D.  
Consent Agreement

NOV - 7 1998

5. DOCTOR SIVAK shall appear in person for interview before the full BOARD or its designated representative at three (3) month intervals, or as otherwise requested by the BOARD.
6. Within 30 days of the effective date of this Consent Agreement, DOCTOR SIVAK shall undertake and maintain drug rehabilitation counseling with a psychologist or psychiatrist, as acceptable to the BOARD, and at his own expense. The above mentioned counseling shall be conducted at least one (1) time per month. In the quarterly reports to the BOARD, DOCTOR SIVAK shall provide written documentation by the treating psychologist or psychiatrist stating whether or not DOCTOR SIVAK is complying with the terms of this Agreement.
7. DOCTOR SIVAK shall have ROBERT S. VANDERVORT, M.D., monitor him and provide the BOARD with reports on the doctor's progress and status. DOCTOR SIVAK is to ensure that said reports are forwarded to the BOARD on a quarterly basis. In the event that ROBERT S. VANDERVORT, M.D. becomes unable or unwilling to serve as the monitoring physician, DOCTOR SIVAK must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable.
8. DOCTOR SIVAK shall submit to random urine screenings for drugs on a weekly basis or as otherwise directed by the BOARD. DOCTOR SIVAK is to ensure that all screening reports are forwarded directly to the BOARD on a monthly basis.

DOCTOR SIVAK shall submit the required urine specimens to a supervising physician to be approved by the BOARD. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR SIVAK must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable.

The Board retains the right to require, and DOCTOR SIVAK agrees to submit, blood or urine specimens for analysis upon request and without prior notice.

9. DOCTOR SIVAK shall register in a log, approved by the BOARD for this purpose, all controlled substances prescribed or dispensed by him in his practice and such log shall be submitted by DOCTOR SIVAK to the BOARD at each appearance or as requested by the BOARD. DOCTOR SIVAK shall not have to register, in a log, controlled substances administered by him in the hospital based practice of anesthesiology.
10. DOCTOR SIVAK shall provide all employers and the Chief of Staff at each hospital where he has or obtains privileges with a copy of this Consent Agreement.

The above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties. However, this Agreement shall remain in force for a period of two (2) years prior to any request for termination of said Agreement.

P.011/014

1 614 466 4670

OHIO STATE MEDICAL BOARD

MAR-27-1998 16:31

Page 2-200  
Gary Evan Sivak, M.D.  
Consent Agreement

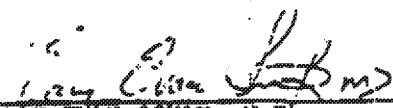
If, in the discretion of the Secretary of THE STATE MEDICAL BOARD OF OHIO, GARY EVAN SIVAK, M.D. appears to have violated or breached any terms or conditions of this Agreement, THE STATE MEDICAL BOARD OF OHIO reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

Any action initiated by the BOARD based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

GARY EVAN SIVAK, M.D. hereby releases THE STATE MEDICAL BOARD OF OHIO, its Members, Employees, Agents, Officers and Representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

The terms and conditions of this Agreement shall become effective immediately upon the last date of signature below.

  
GARY EVAN SIVAK, M.D.


  
HENRY G. CRAMBLETT, M.D.  
Secretary

11-4-88  
DATE

11/9/88  
DATE

  
JOHN E. RAUCH, D.O.  
Supervising Member

11/9/88  
DATE

  
CHRISTOPHER M. COLLEY, Esquire  
Assistant Attorney General

11-9-88  
DATE

GIANT EAGLE 5874



**McKESSON**

Empowering Healthcare

# Threshold Change Form

Immediate Change Request Y/NY

Anticipated Effective Date: 5/28/08Date: 5/28/08Customer Name: GIANT EAGLE #5874Address: 10950 LORAIN RDCLEVELANDOH 44111DEA number: [REDACTED]Customer Account number: 818121Provide Economost number, Description, NDC or Base Code Change in selling unit or percentage

- |  |                               |
|--|-------------------------------|
| 1. CS requested: <u>9193 - HYDROCODONE</u> | Increase amount <u>      </u> |
| 2. CS requested: <u>      </u>             | Increase amount <u>      </u> |
| 3. CS requested: <u>      </u>             | Increase amount <u>      </u> |
| 4. CS requested: <u>      </u>             | Increase amount <u>      </u> |
| 5. CS requested: <u>      </u>             | Increase amount <u>      </u> |

Reason for change (attach supporting documentation):

rna - REASONABLE REQUEST FOR A SMALL INREASE PER REX CATTON

McKesson use only

1. Date of last site visit/observation.
2. Questionnaire and Declaration on file?        Date:
3. Permanent or Temporary threshold change?
4. Has threshold been changed on the same product within the last three months?

Current Threshold

- 1.
- 2.
- 3.
- 4.
- 5.

Denied By:       Date:       **Approved by:**DCM *Blaise Smith*Date: 5/28/08Sales       Date:       Regulatory DAVE GUSTINDate: 5/28/08

TCR Giant Eagle 5103 052808



**Martin, Diane**

---

**From:** Gustin, Dave  
**Sent:** Monday, September 22, 2008 12:12 PM  
**To:** Martin, Diane  
**Cc:** Snider, Blaine; Catton, Rex  
**Subject:** RE: New Castle CSMP report 75%+ 5/28/08

Reason.....RNA reasonable request for a small increase. Per Rex Catton.

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Dave Gustin, DRA North Central Region

cell 937 402 0834

---

**From:** Martin, Diane  
**Sent:** Monday, September 22, 2008 9:46 AM  
**To:** Gustin, Dave  
**Cc:** Snider, Blaine; Catton, Rex  
**Subject:** FW: New Castle CSMP report 75%+ 5/28/08

Dave,

Since these were bumped up without a TCR in late May, what is the reason for the increase in dosages? I'll have to create some sort of TCR for each of them and will need some details for the action taken.

Thanks

*Diane Martin*  
McKesson - New Castle  
724-924-8010

---

**From:** Gustin, Dave  
**Sent:** Friday, September 19, 2008 8:34 AM  
**To:** Martin, Diane  
**Subject:** FW: New Castle CSMP report 75%+ 5/28/08

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Dave Gustin, DRA North Central Region

cell 937 402 0834

---

**From:** Gustin, Dave  
**Sent:** Wednesday, May 28, 2008 11:51 AM  
**To:** Gustin, Dave; Catton, Rex; Oriente, Michael; Snider, Blaine  
**Cc:** Zwick, Joel; Lindsay, Telisca; McIntyre, Keith  
**Subject:** RE: New Castle CSMP report 75%+ 5/28/08

The list, by the way, is a long one. << File: CSMP Threshold Warning Report.txt >>

I need a reason to go in and bump all those stores thresholds. They are all purchasing at well past their historic trends or they would not be on the report. The question is why and until it is answered the response should not just be going in and changing their thresholds to keep them off the report. (especially if it is a knee-jerk reaction to the issues out of Conroe and Lakeland)

I am at 740 636 3540 this week.

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Dave Gustin, DRA North Central Region

cell 937 402 0834

---

**From:** Catton, Rex  
**Sent:** Wednesday, May 28, 2008 10:35 AM  
**To:** Gustin, Dave; Oriente, Michael; Snider, Blaine  
**Cc:** Zwick, Joel; Lindsay, Telisca  
**Subject:** RE: New Castle CSMP report 75%+ 5/28/08

Dave,

Yes, please bump it up. There were other stores on the list that was sent yesterday. We spoke to Greg Carlson yesterday and he asked us to increase those above 80%.

T anks

ex

---

**From:** Gustin, Dave  
**Sent:** Wednesday, May 28, 2008 9:28 AM  
**To:** Oriente, Michael; Snider, Blaine; Catton, Rex  
**Cc:** Zwick, Joel  
**Subject:** RE: New Castle CSMP report 75%+ 5/28/08

Rex, I await your input. I can bump it if you agree to a small bump. I know RNA should make the contact initially but it looks like the customer called the DC so let me know.

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GIANT EAGLE 0357

# Threshold Change Form

Immediate Change Request Y/NY

Anticipated Effective Date: 7/18/08Date: 7/17/08Customer Name: Giant Eagle #0357Address: 8201 Day Dr  
Parma, OH 44129DEA number: XXXXXXXXXXCustomer Account number: 833688Provide Economost number, Description, NDC or Base Code Change in selling unit or percentage

1. CS requested: <u>Hydrocodone</u>	Increase amount <u>20%</u>
2. CS requested: _____	Increase amount _____
3. CS requested: _____	Increase amount _____
4. CS requested: _____	Increase amount _____
5. CS requested: _____	Increase amount _____

Reason for change (attach supporting documentation):

This store volume is up over 55% with additional scripts for Hydrocodone.

McKesson use only

1. Date of last site visit/observation. \_\_\_\_\_
2. Questionnaire and Declaration on file? Date: \_\_\_\_\_
3. Permanent or Temporary threshold change?
4. Has threshold been changed on the same product within the last three months?

Current Threshold

- 1.
- 2.
- 3.
- 4.
- 5.

Denied By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**DCM Blaine AndinDate: 7/18/08

Sales \_\_\_\_\_

Date: \_\_\_\_\_

Regulatory \_\_\_\_\_

Date: \_\_\_\_\_

Giant Eagle 0357 - Threshold Increase Request (2)

**Martin, Diane**

---

**From:** Snider, Blaine  
**Sent:** Monday, August 18, 2008 5:42 PM  
**To:** Martin, Diane  
**Subject:** FW: CSMP: Giant Eagle Threshold Report 7/16  
**Attachments:** Giant Eagle 0357 - Threshold Increase Request (2).doc; Giant Eagle 1620 - Threshold Increase Request (2).doc; Giant Eagle 6523 - Threshold Increase Request (2).doc; Giant Eagle 5878 - Threshold Increase Request (2).doc; Giant Eagle 6528 - Threshold Increase Request (2).doc

Files for each store and copies please for me to sign.

**Blaine Snider**  
Director of Operations  
New Castle, Pa  
724.924.9959  
[blaine.snider@mckesson.com](mailto:blaine.snider@mckesson.com)

---

**From:** Gustin, Dave  
**Sent:** Monday, August 18, 2008 4:24 PM  
**To:** Snider, Blaine; Oriente, Michael; Klimek, Jim; Shadburn, Denise  
**Subject:** FW: CSMP: Giant Eagle Threshold Report 7/16

For the RNA files

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Dave Gustin, DRA North Central Region

cell 937 402 0834

---

**From:** Lindsay, Telisca  
**Sent:** Thursday, July 17, 2008 10:47 AM  
**To:** Gustin, Dave  
**Cc:** Thomet, Elaine; Maza, Sylvia  
**Subject:** CSMP: Giant Eagle Threshold Report 7/16

Hello Dave,

Please see the attached CSMP Threshold increase requests from Greg Carlson at Giant Eagle.

8/27/2008

Thanks,

**Telisca Lindsay**  
Account Manager, RNA Support Solutions

**McKesson Corporation**  
1220 Senlac Drive  
Carrollton, TX 75006

972.389.5906 Tel  
972.446.5493 Fax  
214.552.4247 Cell  
[telisca.lindsay@mckesson.com](mailto:telisca.lindsay@mckesson.com)

**[www.mckesson.com](http://www.mckesson.com)**

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8/27/2008



# Threshold Change Form

Immediate Change Request Y/NY

Anticipated Effective Date: 10/02/08Date: 10/02/08Customer Name: GIANT EAGLE #0357Address: 8201 DAY DRPARMA, OH44129DEA number: [REDACTED]Customer Account number: 833688Provide Economost number, Description, NDC or Base Code      Change in selling unit or percentage

- |                              |                            |
|------------------------------|----------------------------|
| 1. CS requested: <u>9193</u> | Increase amount <u>10%</u> |
| 2. CS requested: _____       | Increase amount _____      |
| 3. CS requested: _____       | Increase amount _____      |
| 4. CS requested: _____       | Increase amount _____      |
| 5. CS requested: _____       | Increase amount _____      |

Reason for change (attach supporting documentation):

Per Donald M. Casar, RPh, Manager, Quality Assurance and Compliance (412-963-5225) please increase due to the business has increased substantially over the last few months

McKesson use only

1. Date of last site visit/observation. \_\_\_\_\_
2. Questionnaire and Declaration on file? \_\_\_\_\_ Date: \_\_\_\_\_
3. Permanent or Temporary threshold change? Permanent
4. Has threshold been changed on the same product within the last three months?

Current Threshold

- 1.
- 2.
- 3.
- 4.
- 5.

Denied By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by:DCM Blaine SmithDate: 10/2/08

Sales \_\_\_\_\_

Date: \_\_\_\_\_

Giant Eagle #0357\_dc 9193\_10 02 08

**MCKESSON**

*Empowering Healthcare*

Regulatory \_\_\_\_\_

Date: \_\_\_\_\_

Giant Eagle #0357\_dc 9193\_10 02 08

**Martin, Diane**

---

**From:** Snider, Blaine  
**Sent:** Tuesday, October 07, 2008 6:20 AM  
**To:** Martin, Diane  
**Cc:** Nusser, Dale  
**Subject:** FW: CSMP Threshold - Giant Eagle  
**Attachments:** Giant Eagle #6537\_dc 9193\_10 02 08.doc; Giant Eagle #0357\_dc 9193\_10 02 08.doc; Giant Eagle #0465\_dc 9193\_10 02 08.doc; Giant Eagle #2492\_dc 9193\_10 02 08.doc

Fyi

**Blaine Snider**  
Director of Operations  
New Castle, Pa  
724.924.9959  
[blaine.snider@mckesson.com](mailto:blaine.snider@mckesson.com)

---

**From:** Gustin, Dave  
**Sent:** Thursday, October 02, 2008 7:31 PM  
**To:** Snider, Blaine; Klimek, Jim  
**Cc:** Cook, Sabrina; Jonas, Tracy; Oriente, Michael; Shadburn, Denise  
**Subject:** FW: CSMP Threshold - Giant Eagle

These increases are done. Thx  
For you files, sign and file please guys.

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Dave Gustin, DRA North Central Region

cell 937 402 0834

---

**From:** Cook, Sabrina  
**Sent:** Thursday, October 02, 2008 1:06 PM  
**To:** Gustin, Dave  
**Cc:** Bishop, Micheal; Thomet, Elaine  
**Subject:** CSMP Threshold - Giant Eagle

Dave:

Please see attached threshold increases request. Thanks.

10/7/2008

**Sabrina Cook**  
**Account Manager/RNA Support Solutions**

**McKesson Corporation**  
1220 Senlac Drive  
Carrollton, Texas 75006

972.446.4563 Tel  
972.446-5493 Fax  
800.369.0039 Toll  
214.552.4257 Cell

[Sabrina.Cook@McKesson.com](mailto:Sabrina.Cook@McKesson.com)  
[www.mckesson.com](http://www.mckesson.com)

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10/7/2008

# Threshold Change Form

Immediate Change Request Y/NY

Anticipated Effective Date: 11/21/08Date: 11/21/08Customer Name: GIANT EAGLE #0357Address: 8201 DAY DRPARMA, OH44129DEA number [REDACTED]Customer Account number: 833688Provide Economost number, Description, NDC or Base Code      Change in selling unit or percentage

- |                              |                            |
|------------------------------|----------------------------|
| 1. CS requested: <u>2882</u> | Increase amount <u>20%</u> |
| 2. CS requested: _____       | Increase amount _____      |
| 3. CS requested: _____       | Increase amount _____      |
| 4. CS requested: _____       | Increase amount _____      |
| 5. CS requested: _____       | Increase amount _____      |

Reason for change (attach supporting documentation):

Per Gregory Carlson, Director Pharmacy Sourcing, 412-963-2564 please increase due to volume growth.

McKesson use only

1. Date of last site visit/observation. \_\_\_\_\_
2. Questionnaire and Declaration on file?      Date: \_\_\_\_\_
3. Permanent or Temporary threshold change? Permanent
4. Has threshold been changed on the same product within the last three months? Y

## Current Threshold

- 1.
- 2.
- 3.
- 4.
- 5.

Denied By: \_\_\_\_\_

Date: \_\_\_\_\_

## Approved by:

DCM *Alan Sander*Date: 11-21-08

Sales \_\_\_\_\_

Date: \_\_\_\_\_

Regulatory \_\_\_\_\_

Date: \_\_\_\_\_

TCR Giant Eagle 0357 112108



**Martin, Diane**

---

**From:** Snider, Blaine  
**Sent:** Monday, November 24, 2008 8:31 AM  
**To:** Martin, Diane; Nusser, Dale  
**Subject:** FW: Giant Eagle CSMP Thresholds  
**Attachments:** Giant Eagle #0224 cs9143\_11 21 08.doc; Giant Eagle #0230 cs9193\_11 21 08.doc; Giant Eagle #0488 cs9143\_11 21 08.doc; Giant Eagle #0357 cs2882\_11 21 08.doc

Diane- pls file for me after I sign.

**Blaine Snider**  
Director of Operations  
New Castle, Pa  
724.924.9959  
[blaine.snider@mckesson.com](mailto:blaine.snider@mckesson.com)

---

**From:** Gustin, Dave  
**Sent:** Friday, November 21, 2008 3:44 PM  
**To:** Snider, Blaine  
**Cc:** Oriente, Michael; de Gutierrez-Mahoney, Bill; Thomet, Elaine; Bishop, Micheal  
**Subject:** FW: Giant Eagle CSMP Thresholds

Done, please sign and file. thx

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Dave Gustin, DRA North Central Region

cell 937 402 0834

---

**From:** Cook, Sabrina  
**Sent:** Friday, November 21, 2008 3:11 PM  
**To:** Gustin, Dave; de Gutierrez-Mahoney, Bill  
**Cc:** Thomet, Elaine; Bishop, Micheal  
**Subject:** FW: Giant Eagle CSMP Thresholds

Team:

Please see attached forms. Thanks.

12/12/2008

**Sabrina Cook**  
**Account Manager/Support Solutions**  
 972-446-4563 Tel

---

**From:** Carlson, Gregory [mailto:Greg.Carlson@gianteagle.com]  
**Sent:** Thursday, November 20, 2008 11:30 AM  
**To:** Cook, Sabrina; Casar, Donald  
**Subject:** RE: Giant Eagle CSMP Thresholds

Sabrina

All need to be increased by 20%. These stores are all experiencing high volume. 488 have significantly grown due to a remodel and the other two are in Cleveland which is a high growth market for us.

Thanks

---

**From:** Cook, Sabrina [mailto:Sabrina.Cook@McKesson.com]  
**Sent:** Thursday, November 20, 2008 12:21 PM  
**To:** Carlson, Gregory; Casar, Donald  
**Subject:** Giant Eagle CSMP Thresholds

Team:

Please see below for the stores that hit above 80% of their thresholds. If there is a business reason for an increase please let me know. Thanks.

Home DC	Chain	License	Account	Name	Base Code	Description
8772	431		785006	GIANT EAGLE #0488	9143	OXYCODONE
8772	431		647165	GIANT EAGLE #0230	9193	HYDROCODONE
8772	431		833688	GIANT EAGLE #0357	2882	ALPRAZOLAM
8772	431		500218	GIANT EAGLE #0224	9143	OXYCODONE

**Sabrina Cook**  
**Account Manager/RNA Support Solutions**

**McKesson Corporation**  
 1220 Senlac Drive  
 Carrollton, Texas 75006

972.446.4563 Tel  
 972.446-5493 Fax  
 800.369.0039 Toll  
 214.552.4257 Cell

[Sabrina.Cook@McKesson.com](mailto:Sabrina.Cook@McKesson.com)  
[www.mckesson.com](http://www.mckesson.com)

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12/12/2008

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12/12/2008

**CSMP - Observation/Level 1/Documentation Form****Interview/Observation Details**

Customer Name/Acct #: G/B# 357 833688 Date: 12/1/08 Time: 9:45  
 Interviewer/Observer Name: Joel Zwick  
 Interviewer/Observer Title: ARCOS Interviewer/Observer Location (DC): 772 New Castle  
 Purpose of Conversation/Observation Location(address): Oxycodone + Apap

**Standard Questions (for Level 1)**

Question: Are you aware that you have exceeded your threshold for (item-s)? If so, can you explain?

No

Question: Are you currently involved in any internet business or activity? If so, explain.

Question: Have you taken on any new business that would elevate your controlled substance purchases? If so, Explain.

Question: \_\_\_\_\_

**Observation/Interview Notes**

Notes: Opening new store  
Dec 11th More Business Many 90 million

(May want increase in threshold)

VA Brecksville



**McKESSON**

Empowering Healthcare

# Threshold Change Form

Immediate Change Request Y/NY

Anticipated Effective Date: 12-30-2008Date: 12-30-2008Customer Name: VA Medical CenterAddress: 10000 Brecksville Rd.  
Brecksville, Ohio 44141DEA number:                     Customer Account number: 689100 and 238264Provide Economost number, Description, NDC or Base Code      Change in selling unit or percentage

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| 1. CS requested: <u>Pregabalin</u> | Increase amount <u>20 percent</u> |
| 2. CS requested: <u>          </u> | Increase amount <u>          </u> |
| 3. CS requested: <u>          </u> | Increase amount <u>          </u> |
| 4. CS requested: <u>          </u> | Increase amount <u>          </u> |
| 5. CS requested: <u>          </u> | Increase amount <u>          </u> |

Reason for change (attach supporting documentation):

Threshold is set at 21,000/which needs increased for this customer. Their monthly purchases trend at \$1,000,000/month.

McKesson use only

1. Date of last site visit/observation.
2. Questionnaire and Declaration on file?            Date:
3. Permanent or Temporary threshold change? Permanent
4. Has threshold been changed on the same product within the last three months? No

Current Threshold

1. 19,820
2.
3.
4.
5.

Denied By:           Date:           Approved by:DCM Blaine SmithDate: 12-30-08Sales           Date:

Regulatory \_\_\_\_\_

Date: \_\_\_\_\_

**Martin, Diane**

---

**From:** de Gutierrez-Mahoney, Bill  
**Sent:** Tuesday, December 30, 2008 10:39 AM  
**To:** Dorsey, Lisa; Oriente, Michael  
**Cc:** Snider, Blaine; Nusser, Dale; Martin, Diane  
**Subject:** RE: CSMP New Castle 12/30/08 90% +

Lisa—  
They are complete.

Bill

---

**From:** Dorsey, Lisa  
**Sent:** Tuesday, December 30, 2008 9:47 AM  
**To:** de Gutierrez-Mahoney, Bill; Oriente, Michael  
**Cc:** Snider, Blaine; Nusser, Dale; Martin, Diane; Dorsey, Lisa  
**Subject:** FW: CSMP New Castle 12/30/08 90% +  
**Importance:** High

Good Morning Bill, with Michael being off today can you please review the attached CSMP threshold change forms?  
Could you advise once the threshold is changed so that I can notify the customer?

Thanks,  
Lisa

<< File: VAMedicalCenterBrecksvillePregabalinThreshold Change Form12302008 (2).doc >> << File:  
AultmanHospitalAlprazolamThreshold Change Form12302008 (2).doc >> << File:  
NCSEastlakePregabalinThreshold Change Form12302008 (2).doc >>

---

**From:** Oriente, Michael  
**Sent:** Tuesday, December 30, 2008 7:43 AM  
**To:** Snider, Blaine; Gavatorra, Jim; Dorsey, Lisa; Kuczynski, John; Feigel, Alexandra; Hess, Tom; Bellora, Scott;  
Thompson, Wendy; Zwick, Joel; Nusser, Dale; Martin, Diane  
**Cc:** Smith, Christopher M; de Gutierrez-Mahoney, Bill  
**Subject:** CSMP New Castle 12/30/08 90% +

90% +

<< File: New Castle CSMP 123008 90% +.xls >>

Good morning,  
I will be on PTO today 12/30 & Wed 12/31.  
If you need Regulatory assistance please  
contact Bill Mahoney.

Thank you and Happy New Year,

*Michael P. Oriente*

Michael P. Oriente  
Director Regulatory Affairs, NE Region  
McKesson Pharmaceutical

400 Delran Parkway  
Delran, N.J. 08075

Phone: 856-255-2184  
Cell: 609-929-5880  
Fax 856-461-8064

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# Threshold Change Form

Immediate Change Request Y/NYAnticipated Effective Date: 6/26/09Date: 6/26/09

Customer Name: VA Medical Center  
 Address: 10000 Brecksville Rd.  
Brecksville, Ohio 44141

DEA number: [REDACTED]  
 Customer Account number: 689100 and 238264

<u>Provide Economost number, Description, NDC or Base Code</u>	<u>Change in selling unit or percentage</u>
1. CS requested: <u>Pregabalin</u>	Increase amount <u>20 percent</u>
2. CS requested: _____	Increase amount _____
3. CS requested: _____	Increase amount _____
4. CS requested: _____	Increase amount _____
5. CS requested: _____	Increase amount _____

Reason for change (attach supporting documentation):  
 Reached threshold and needs more Lyrica before the end of the month.

McKesson use only

1. Date of last site visit/observation. \_\_\_\_\_
2. Questionnaire and Declaration on file? \_\_\_\_\_ Date: \_\_\_\_\_
3. Permanent or Temporary threshold change? Permanent
4. Has threshold been changed on the same product within the last three months? No

Current Threshold

1. 25,200
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Denied By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**DCM Blaine SmithDate: 6-26-09

Sales \_\_\_\_\_

Date: \_\_\_\_\_

Regulatory Michael OrienteDate: 6/26/09

TCR VA Brecksvl 062609



**Martin, Diane**

**From:** Oriente, Michael  
**Sent:** Friday, June 26, 2009 10:09 AM  
**To:** Martin, Diane; Nusser, Dale  
**Subject:** TCR VA Brecksvl 062609.doc

**Attachments:** TCR VA Brecksvl 062609.doc

Diane,  
Here is the approved and completed VA TCR for pregabalin.



TCR VA Brecksvl  
062609.doc (61...

**CSMP - Observation/Level 1/Documentation Form****Interview/Observation Details**

Customer Name/Acct #: VA Hospital Brecksville 238264 Date: 6/26/09 Time: 10:00AM  
Interviewer/Observer Name: Diane Martin  
Interviewer/Observer Title: \_\_\_\_\_ Interviewer/Observer Location (DC): 8772  
Purpose of Conversation/Observation: \_\_\_\_\_  
Location(address): Call on omit on Lyrica

**Standard Questions (for Level 1)**

Question: Are you aware that you have exceeded your threshold for (item-s)? If so, can you explain?

Yes \_\_\_\_\_  
\_\_\_\_\_

Question: Are you currently involved in any internet business or activity? If so, explain.

Question: Have you taken on any new business that would elevate your controlled substance purchases? If so, Explain.

Question: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Observation/Interview Notes**

Notes: Requested a 20% increase in the threshold. M Oriente approved.

**Threshold Change Form**Date: 7-30-2009Temp/Perm? PermanentAnticipated Effective Date: 7-30-2009

<b>Customer Name:</b> <u>VA Medical Center Brecksville</u>	<b>Customer Contact Name:</b> <u>Richard D'Atri</u>
<b>Address:</b> <u>10000 Brecksville Rd Brecksville, Ohio 44141</u>	<b>Title:</b> <u>Pharmacy Manager</u>
<b>DEA number:</b> <u>[REDACTED]</u>	<b>Phone:</b> <u>(440) 526-3030</u>
<b>Customer Account number:</b> <u>689100 and 238264</u>	<b>Has account reached monthly threshold Y/N?</b> <u>NO</u>
	<b>Has Level One been conducted Y/N?</b> <u></u>

**Provide Economost number, Description or Base Code      Dosage amount or percentage**

1. CS requested: PREGABALIN      +/- amount +25%

2. CS requested: \_\_\_\_\_      +/- amount \_\_\_\_\_

3. CS requested: \_\_\_\_\_      +/- amount \_\_\_\_\_

4. CS requested: \_\_\_\_\_      +/- amount \_\_\_\_\_

5. CS requested: \_\_\_\_\_      +/- amount \_\_\_\_\_

**Reason for requested change (BE SPECIFIC, include supporting documentation):**

Customer needs to increase threshold do to additional patients on drug (prescribed by physician).

**McKesson use only**

1. Date of last site visit/observation. \_\_\_\_\_
2. Questionnaire and Declaration on file? \_\_\_\_\_ Date: \_\_\_\_\_
3. Permanent or Temporary threshold change? Permanent
4. Has threshold been changed on the same product within the last three months? Yes If yes, list Dates. 12-2008

**Current Threshold**

1. 30,200: 97.75%
- 2.
- 3.
- 4.
- 5.

**Submitted by:**DC Management Cherie SniderDate: 7-30-09

Sales \_\_\_\_\_

Date: \_\_\_\_\_

**Approval/Denial Approved by:**Regulatory Michael OrienteDate: 7/30/09

**Martin, Diane**

**From:** Oriente, Michael  
**Sent:** Thursday, July 30, 2009 11:51 AM  
**To:** Martin, Diane; Nusser, Dale  
**Cc:** Snider, Blaine; Dorsey, Lisa  
**Subject:** Threshold Change Form 12\_08\_08 (6).doc

**Attachments:** Threshold Change Form 12\_08\_08 (6).doc

Approved and completed VA TCR.



Threshold Change  
Form 12\_08\_08...

KLEIN'S 3 680236





680236  
680775

**DECLARATION OF  
CONTROLLED SUBSTANCES PURCHASES**

1. Klein's Pharmacy <sup>#3</sup> [pharmacy name] (hereinafter "Pharmacy") located at  
4125 Medina Rd Suite 105 Aurora, IL [address, city and state] is registered  
with the Drug Enforcement Administration (DEA) [redacted] [DEA  
registration #].

2. Pharmacy declares and attests that it fully complies with all federal and state laws and regulations on the dispensing of controlled substances including but not limited to dispensing to patients only pursuant to a legitimate prescription issued in the course of an established doctor-patient relationship (e.g., pursuant to a physical examination) and only for a legitimate medical purpose.

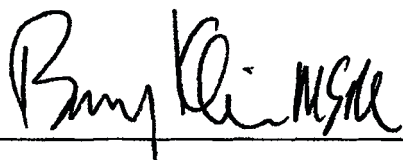
3. Pharmacy will not knowingly dispense controlled substances for prescriptions that have been received via the internet, mail-order, or other non-walk-in customer where it has reason to believe that the prescription was issued without a legitimate medical purpose.

4. Pharmacy states that its requirements for purchases of Lifestyle Drugs (e.g., hydrocodone, phentermine, alprazolam, oxycodone) from McKesson are necessary for the following reasons: [please describe the reason for purchasing these drugs in the quantities requested including information about the prescriber and the general purposes for which the drugs are being prescribed.]

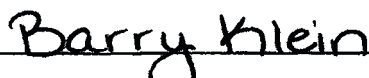
Dr. Scavling ( [redacted] ) HAS A NEW GENERAL  
PAIN MANAGEMENT PRACTICE IN OFFICE UPSTAIRS  
ALSO SEE PATIENT FROM DR. PAUL PAIN MANAGEMENT PRACTICE  
A 7,000 PATIENT PRACTICE. DR. BRISCI ( [redacted] )  
DR. GEIGAN (AKA 3170742)

There is also a same day surgery  
center located next door to us in  
the building.

5. Pharmacy certifies that it has made sufficient inquiry to be able to make this declaration truthfully, accurately and without material omissions. Pharmacy affirms by signing this declaration that the above is true and correct to the best of its knowledge and belief.



Signature



Printed Name of Signer



Title



Date



**Customer Name:** Klein's Pharmacy # 3  
**McKesson Sales Representative:** John Kuczynski  
**McKesson DC:** New Castle

**Questionnaire completed:** Barry Klein  
**Affidavit signed:** x *Blaine Linder, DO*  
**Regulatory Review:** x

**Approved:** \_\_\_\_\_  
**Regional Director Regulatory Affairs**

## ***Pharmacy Questionnaire***

The following information is to be completed by Pharmacy owner and McKesson Sales Representative during on-site evaluation.

☒ New Customer      ☐ Existing Customer – New Location

### ***I. General Information & Licensing***

- a. Pharmacy Name: DJ Drug Distributors, Inc.  
DBA Klein's Pharmacy # 3 (if name differs from Corporate name)
- b. Pharmacy Address: 4125 Medina Road, Suite 105, Akron, OH 44333
- c. Phone: 330-665-8147 Fax: (330) 665-8147
- d. Pharmacy email address: bklein@kleinsrx.com
- e. Pharmacy License (Include all states in which licensed)

State	License #
Ohio	02-1386050

- f. DEA Registration number: BK8574142
- i. Does address on registration match pharmacy actual address?  
☒ Yes    ☐ No

- g. Pharmacist Licenses  
Pharmacist-in-charge (PIC) (List all states pharmacists licensed)

Owner is PIC ☐

Name	State	License #
Mark Ebner	OH	03-2-19635

Pharmacists

Name	State	License #
Charlie Blake	OH	03-2-13285

**II. Ownership/Business History**

- a. Owner Information (complete only if owner differs from PIC)

Owner(s) name: Ed Klein &amp; Barry Klein\_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

- b. Ownership type:

☐ Sole Proprietor☒ Corporation, if so State OH☐ Partnership

- c. Number of years owner has operated pharmacy
- 5 years

- d. Owner operates additional pharmacies
- ☒
- Yes
- ☐
- No

Pharmacy Name	Address
Klein's Pharmacy	2015 State Road Cuyahoga Falls, OH 44223
Klein's Community Health Center	676 South Broadway Akron, OH 44311

- e. History. Please provide explanation below for any Yes answers.

- i. Has pharmacy ever had DEA license suspended or revoked?

☐ Yes ☒ No

- ii. Has pharmacy ever had a state license suspended or revoked?

☐ Yes ☒ No

- iii. Has pharmacy owner ever had a DEA license suspended or revoked at this location or any other location?

☐ Yes ☒ No

- iv. Has any pharmacist ever had their state license suspended or revoked and/or been disciplined by any regulatory agency?

☐ Yes ☒ No

- v. Does the pharmacy have any other registration (wholesale, repackaging)?

☐ Yes ☒ No

- vi. Does pharmacy ship into any states it is not licensed for?

☐ Yes ☒ No

- vii. Has any previous wholesaler ceased shipping or restricted purchases of controlled substances?

☐ Yes ☒ No

Explanation:

### **III. Business Information**

- a. List wholesale distributors used in last 24 months

Wholesaler	Primary	Secondary
McKesson	X	
AmerisourceBergen	X	

- b. How does pharmacy receive business, please list percent %

Walk-in 50%

Phone 35%

Fax 15%

Internet \_\_\_\_\_

- c. Is the pharmacy affiliated with an Internet Website or have it's own site?

If yes, web address www.kleinsrx.com

- d. Does pharmacy download and fill prescriptions from a website?

If yes, web address no

- e. Pain Management Clinics

- i. Does pharmacy provide direct service to or does it receive significant business from Pain Management Clinics?

☒ Yes ☐ No If yes, % \_\_\_\_\_

Name of Pain Management Clinics	Address	Prescribers Name
Akron General Pain	4125 Medina Rd	Scantling



- f. Does pharmacy service nursing homes, Long Term Care or hospice facilities?  
☒ Yes ☐ No
- g. Is pharmacy located with in a medical center or clinic?  
☒ Yes ☐ No
- h. Is this a closed door pharmacy?  
☐ Yes ☒ No
- i. Does pharmacy regularly fill prescriptions written by out of state providers?  
☐ Yes ☒ No

#### ***IV. Purchasing Information***

- a. Total Estimated Monthly Purchases \$ 90,000
- b. Purchase breakdown:  
Rx % 98 (including listed chemicals and controlled substance)  
Controlled Substance % 9  
Listed chemical % <1  
Non-Rx (OTC/HBA/DME) % 2
- c. Prescriptions filled per day 85 per month 1800
- d. Method of payment to the pharmacy:  
Private Insurance % 42  
Medicare/Medicaid % 40  
Cash % 18  
Other % \_\_\_\_\_

#### ***V. Controlled Substance Purchases***

- a. Estimate dose units (tablets/capsules) dispensed per month for each of the following Controlled Substances. Total of all brand and generic for the base items.
- |                         |                       |
|-------------------------|-----------------------|
| Hydrocodone <u>4400</u> | Phentermine <u>0</u>  |
| Oxycodone <u>4000</u>   | Methadone <u>1000</u> |
| Alprazolam <u>1000</u>  |                       |
- b. If any of the above is greater than 5000 dose units please provide information to support purchase levels.

Explanation:

We are co-located next to a same day surgery center.

**VI. Physical Inspection**

- a. General description of pharmacy and surrounding area in which business is located, include condition of the pharmacy.

Pharmacy is located in a Hospital/Medical Clinic. The pharmacy is well maintained and staffed.

- b. General description of pharmacy customers.

Their customers are generally from the immediate surrounding area.

- c. Does pharmacy have adequate security?

SECURED IN BUILDING THAT 24<sup>HR</sup> SECURITY ON SITE  
AND PHARMACY IS SECURED 24HR

Photograph pharmacy outside and inside include front entrance, pharmacy interior, pharmacy counter.

McKesson Sales Representative

*John Kygiasli* 10-17-08  
*Radwan* 10-17-08

Owner/Pharmacist

*[Signature]* 10-17-08

**MCKESSON**

Empowering Healthcare

**CSMP - Observation/Level 1/Documentation Form****Interview/Observation Details**

Customer Name/Acct #: Klein's Pharmacy #3 680236 Date: 10-17-08 Time: 11:30 A  
 Interviewer/Observer Name: Dale Nusser  
 Interviewer/Observer Title: Business process mgr Interviewer/Observer Location (DC): New Castle  
 Purpose of Conversation/Observation Location(address): New Account

**Standard Questions (for Level 1)**

Question: Are you aware that you have exceeded your threshold for (item-s)? If so, can you explain?

N/A

Question: Are you currently involved in any internet business or activity? If so, explain.

NO

Question: Have you taken on any new business that would elevate your controlled substance purchases? If so, Explain.

NO

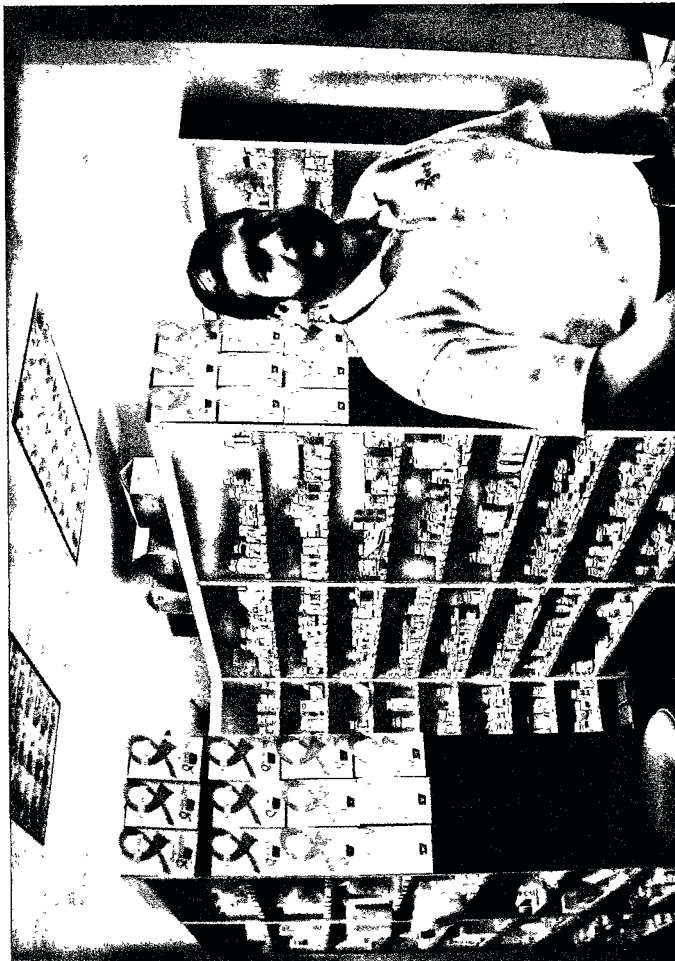
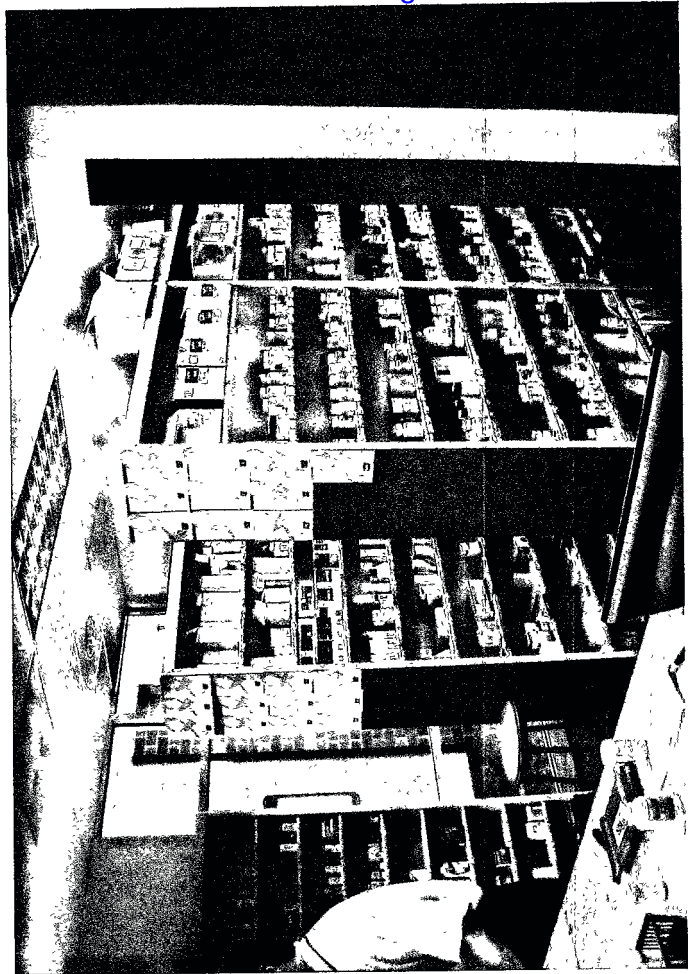
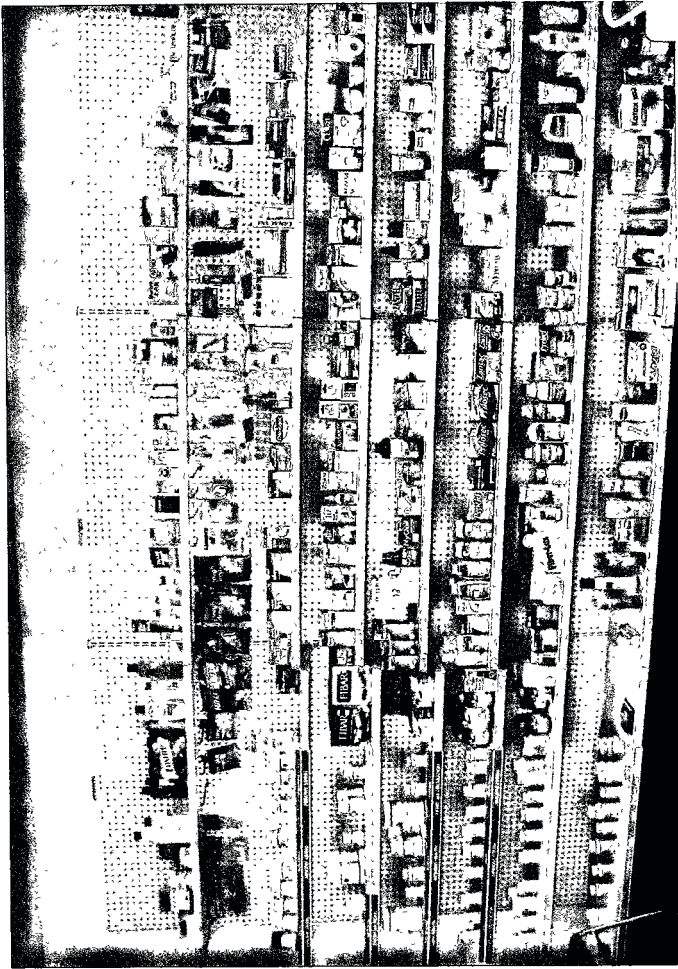
Question: \_\_\_\_\_

**Observation/Interview Notes**

Notes: Pharmacy is located inside A Same-day Surgery Center  
patients released from Surgery have their pain management  
Scripts filled here before going home.

Insert Pictures Here/Attach Additional Information

Applicant evaluation for [Name]  
Interviewer: [Name]  
10/13/2008





## Pharma Regulatory Affairs

All Sites



Advanced Search

Pharma Regulatory Affairs > Historical Customer TCRs and Other Docs > Klein's Phcy Alt Care - cust serv - cust  
corresp - Oxycodone - 12/31/10

# Historical Customer TCRs and Other Docs: Klein's Phcy Alt Care - cust serv - cust corresp - Oxycodone - 12/31/10

New Item | Alert Me

<b>Title</b>	Klein's Phcy Alt Care - cust serv - cust corresp - Oxycodone - 12/31/10
<b>Submitter Name</b>	Diane Martin
<b>DC or RNA</b>	8772 NewCastle
<b>Customer Name</b>	Klein's Phcy Alt Care
<b>Customer Contact</b>	Brad
<b>Contact Title</b>	
<b>Contact Phone</b>	
<b>DEA License</b>	
<b>Acct Numbers</b>	680568
<b>Doc Type</b>	Customer Correspondence
<b>Supporting Information</b>	85.83% on Oxycodone - no TCR requested
<b>TCR Type</b>	
<b>Reason for TCR</b>	
<b>Level 1 Completed</b>	
<b>Threshold Reached</b>	
<b>Questionnaire on File</b>	
<b>Date of Last Site Visit or Observation</b>	
<b>Last TCR Change Date</b>	
<b>TCR1 Base Ingredient</b>	
<b>TCR1 Action</b>	
<b>TCR1 Amount</b>	
<b>TCR2 Base Ingredient</b>	
<b>TCR2 Action</b>	
<b>TCR2 Amount</b>	
<b>TCR3 Base Ingredient</b>	
<b>TCR3 Action</b>	
<b>TCR3 Amount</b>	
<b>TCR4 Base Ingredient</b>	
<b>TCR4 Action</b>	



VALUECARE



**Martin, Diane**

---

**From:** Dorsey, Lisa  
**Sent:** Wednesday, April 08, 2009 7:59 AM  
**To:** Martin, Diane  
**Subject:** RE: ValueCare CSMP

Thanks Diane, you know I was only sent this customers C2 history information and these items fall into class 3,4 of 5.  
Lisa

---

**From:** Martin, Diane  
**Sent:** Wednesday, April 08, 2009 7:54 AM  
**To:** Dorsey, Lisa  
**Subject:** ValueCare CSMP

Lisa,

Please see attached.

Thanks

*Diane Martin*  
McKesson - New Castle  
724-924-8010

4/8/2009

04/07/09

License	Account	Name	Base Code	Description	Monthly Threshold	MTD Accumulator	Threshold %
	784769	GIANT EAGLE #0039	9273	DEXTROPROPOXYPHENE	8,000.000	7,200.000	90.00
	878031	VALUECARE PHARMACY OTC	2737	CLONAZEPAM	6,000.000	5,400.000	90.00
	878031	VALUECARE PHARMACY OTC	2885	LORAZEPAM	10,000.000	9,910.000	99.10
	878031	VALUECARE PHARMACY OTC	9193	HYDROCODONE	8,000.000	7,932.000	99.15

VILLAGE GREEN 2

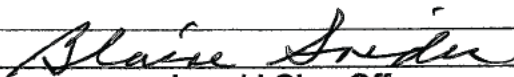


**LDMP Review Sign Off**

Customer Name	VILLAGE GREEN #2 HM
Customer DEA#	
Customer Account #	612135
Customer Type	01

Exception Date:	07/31/2007
Exception Item:	OXYCODONE

<b>Level I Review Findings</b>
Normal based on volume and size of store and/or history of purchases.



<b>Level I Sign Off</b>				
Title	Name	Date	Approve	Inconclusive
DCM	BLAINE SNIDER	08/06/07	X	

<b>Level II Review Findings</b>

<b>Level II Sign Off</b>				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				

<b>Level III Review Findings &amp; Conclusions</b>

<b>Level III Sign Off</b>				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				
Regional SVP				
SVP Operations				

## LDMP Review Sign Off

Customer Name	Village Green #2
Customer DEA#	
Customer Account #	612135
Customer Type	Retail 0/

Exception Date:	5/31/2007
Exception Item:	Hydrocodone

Level I Review Findings
Normal based on volume and size of store and/or history of purchases.

Level I Sign Off				
Title	Name	Date	Approve	Inconclusive
DCM	Blaine Snider	6/27/2007	X	

Level II Review Findings

Level II Sign Off				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				

Level III Review Findings & Conclusions

Level III Sign Off				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				
Regional SVP				
SVP Operations				

*CHS*

GOODYEAR

III | SNEAD |

## LDMP Review Sign Off

Customer Name	GOODYEAR
Customer DEA#	
Customer Account #	159471
Customer Type	16

Exception Date:	11/26/2007
Exception Item:	ALPRAZOLAM

Level I Review Findings
Normal based on volume and size of store and/or history of purchases.

*Blaine Snider*

Level I Sign Off				
Title	Name	Date	Approve	Inconclusive
DCM	BLAINE SNIDER	12/10/07	X	

Level II Review Findings

Level II Sign Off				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				

Level III Review Findings & Conclusions

Level III Sign Off				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				
Regional SVP				
SVP Operations				



## LDMP Review Sign Off

Customer Name	GOODYEAR FAM RX EDI
Customer DEA#	
Customer Account #	159471
Customer Type	16

Exception Date:	10/22/2007
Exception Item:	HYDROCODONE

Level I Review Findings
Normal based on volume and size of store and/or history of purchases.

*Blaine Snider*

Level I Sign Off				
Title	Name	Date	Approve	Inconclusive
DCM	BLAINE SNIDER		X	

Level II Review Findings

Level II Sign Off				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				

Level III Review Findings & Conclusions

Level III Sign Off				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				
Regional SVP				
SVP Operations				

**LDMP Review Sign Off**

Customer Name	GOODYEAR FAM CTR RX
Customer DEA#	
Customer Account #	511750
Customer Type	16

Exception Date:	10/31/07
Exception Item:	OXYCODONE

Level I Review Findings
Normal based on volume and size of store and/or history of purchases.

*Blaine Snider*

Level I Sign Off				
Title	Name	Date	Approve	Inconclusive
DCM	BLAINE SNIDER	11/06/07	X	

Level II Review Findings

Level II Sign Off				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				

Level III Review Findings & Conclusions

Level III Sign Off				
Title	Name	Date	Approve	Inconclusive
DC Mgr				
Sales Mgr				
VPDO				
Reg. Affairs				
Regional SVP				
SVP Operations				

**CSMP - Observation/Level 1/Documentation Form****Interview/Observation Details**

Customer Name/Acct #: Goodyear Farm 2705580 Date: 12-4-08 Time: 2:20p  
 Interviewer/Observer Name: Dale Nussler  
 Interviewer/Observer Title: Business process manager Interviewer/Observer Location (DC): New Castle  
 Purpose of Conversation/Observation Location(address): Grand monthly punch - OKyadone

**Standard Questions (for Level 1)**

Question: Are you aware that you have exceeded your threshold for (item-s)? If so, can you explain?

yes - saw it deducted from order

Question: Are you currently involved in any internet business or activity? If so, explain.

no

Question: Have you taken on any new business that would elevate your controlled substance purchases? If so, Explain.

large holiday increase of patients

Question: \_\_\_\_\_

**Observation/Interview Notes**

Notes: \_\_\_\_\_

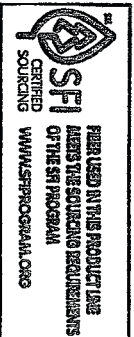
# CENTRAL MED ARTS



No. 153L

UPC 10330

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08/21/09

Customer #	Customer Name	Material #	Material Des.	Qty Ord.	Qty Omitted	Qty to fill	Order Date	Cust. DEA
685917	CENTRAL MEDICAL ART HM	1435957	ROXICET TAB 5/325MG ROX 100@	12	4	8	20090820	

KEYING  
ERROR